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June 28, 1984

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BY HAND

Mr. William J. Tricarico
Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Re: Faith Center, Inc.; BC Docket No. 80-730
WHCT-TV, Channel 18; Hartford, Connecticut

Dear Mr. Tricarico:

Enclosed please find an original and 14 copies of the following documents in the above-captioned matter.

- (1) Motion for Continuance;
- (2) Motion for Expedited Processing;
- (3) Petition for Special Relief; and
- (4) Transfer Assignment Application (FCC Form 314).

If you have any questions regarding the enclosed documents, please contact the undersigned, counsel for Astroline Communications Company, or Edward L. Masry, counsel for Faith Center, Inc.

Sincerely,

Thomas A. Hart, Jr.
Thomas A. Hart, Jr.

Enclosures

TAH/tdh

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OFFICE
JUN 28 1984
RECEIVED

Before the
Federal Communications Commission
Washington, D. C. 20554

In Re Application of)	
)	
FAITH CENTER, INC.)	BC Docket No. 80-730
WHCT-TV)	
Hartford, Connecticut)	
)	
For Renewal of License)	

MOTION FOR CONTINUANCE

Faith Center, Inc. ("Faith"), licensee of station WHCT-TV, Channel 18, Hartford, Connecticut, by its attorney and pursuant to Section 1.205 of the Federal Communications Commission's ("Commission") Rules, hereby requests the Administrative Law Judge grant a continuance in this proceeding pending final disposition of the Petition for Special Relief and the Assignment Application (FCC Form 314) filed this date with the Commission. In support thereof, Faith respectfully states the following:

1. This proceeding concerns the renewal of the license and distress sale of the assets of station WHCT-TV pursuant to the Commission's Statement of Policy on Minority Ownership of Broadcasting Facilities, 42 RR 2d 1689 (1978), as revised, 52 RR 1301 (1982).

2. Faith believes that its request for a continuance in this proceeding is consistent with the Commission's past practices and procedures in this case. See Order, In Re Application of Faith Center, Inc., 80-730 (May 16, 1984). A favorable ruling by the Commission on the above-referenced

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filings may avert a protracted hearing and save the Commission and parties to this proceeding time and expense.

WHEREFORE, Faith requests that the scheduling of procedural dates be continued until final disposition of the Petition for Special Relief and Assignment Application (PCC Form 314) now on file with the Commission.

Respectfully submitted,

FAITH CENTER, INC.

Edward L. Masry, Jr.
Edward L. Masry, Jr.
General Counsel

June 27, 1984

006479

CERTIFICATE OF SERVICE

I, Shelly J. Spiegel, do certify that a copy of the foregoing "Motion for Continuance" was served by hand on this 28th day of June, 1984, addressed as follows:

John M. Frysiak
Administrative Law Judge
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Jim McKinney
Chief
Mass Media Bureau
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Charles Dziedzic
Chief
Hearing Branch
Federal Communications Commission
2025 M Street, N.W.
Washington, D.C. 20554


Shelly J. Spiegel

000480

Before the
Federal Communications Commission
Washington, D. C. 20554

In Re Application of)	
)	
FAITH CENTER, INC.)	BC Docket No. 80-730
WHCT-TV)	
Hartford, Connecticut)	
)	
For Renewal of License)	

PETITION FOR SPECIAL RELIEF

Faith Center, Inc. ("Faith"), by its attorneys, hereby requests that the Federal Communications Commission ("Commission") suspend the pending renewal hearing and grant permission for a distress sale of the assets of WHCT-TV, Channel 18, Hartford, Connecticut to Astroline Communications Company Limited Partnership ("Astroline Communications Company") pursuant to the Commission's Statement of Policy on Minority Ownership of Broadcasting Facilities, 42 RR 2d 1689 (1978), as revised, 52 RR 2d 1301 (1982).

HISTORY OF PROCEEDING

The history of this proceeding is a lengthy one and a matter of record at the Commission. Highlighted below is a brief summary of the proceedings.

1. Faith's renewal application was designated for hearing on December 1, 1980. In Re Application of Faith Center, Inc., 83 FCC 2d 401 (1980). At issue were Faith's basic qualifications to remain the licensee of WHCT-TV. To avoid the hearing expense and possible loss of license, Faith petitioned the Commission and was ultimately granted permission to have a distress sale for the assets of Channel 18.

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2. In 1981, Faith first attempted to assign WHCT to the Television Corporation of Hartford ("TCH") under the Commission's distress sale policy. (FCC 81-544, Dec. 23, 1981). However, the transaction was never consummated because of problems with TCH's application and financial qualifications. (Mimeo 3492, April 16, 1982).

3. A second distress sale of WHCT was attempted by Faith on September 27, 1982 when Faith entered into a Purchase Agreement with Interstate Media Corporation ("IMC"). Pursuant to the agreement, Faith agreed to assign WHCT's license and other assets to IMC in accordance with the Commission's distress sale policy. (FCC 80-730, Sept. 29, 1982). The distress sale between Faith and IMC was never consummated, and, ultimately, the case was returned to hearing status.

4. On May 29, 1984, Astroline Communications Company entered into an agreement with Faith to purchase the license and assets of WHCT for \$3,100,000 in accordance with the Commission's distress sale policy. The agreement was the culmination of two weeks of negotiations between counsel for Astroline Communications Company and Faith. Prior to entering formal negotiations, Faith required Astroline Communications Company to establish its financial qualifications. A letter was sent to Faith by the First National Bank of Boston which described Astroline Communications Company's ability to consummate the proposed transaction which involves a cash payment of \$500,000 at closing and a note issued by Astroline Communications Company for \$2.6 million for ten years at a fixed

interest rate of twelve percent (12%) per annum.

DESCRIPTION OF THE PURCHASER

1. Astroline Communications Company is a Massachusetts limited partnership comprised of two General Partners and one Limited Partner.

A. Richard P. Ramirez, a Hispanic-American and experienced broadcaster, is a General Partner of Astroline Communications Company. He holds a twenty-one percent (21%) ownership interest in the limited partnership, has a seventy percent (70%) voting interest and will be the General Manager of the television station.

B. WHCT Management, Inc. ("WHCT Management") is a corporation duly organized under the laws of the State of Massachusetts and is also a General Partner in Astroline Communications Company. Presently, WHCT Management holds a nine percent (9%) partnership interest in the limited partnership. If, however, the Commission approves the proposed distress sale, WHCT Management will transfer four percent (4%), or four-ninths (4/9), of its nine percent (9%) interest in the partnership to additional minority personnel, preferably Blacks who will be involved in the day-to-day operation of the television station. Thus, pursuant to that transfer, the total minority equity interest in the partnership will be twenty-five percent (25%), with minorities controlling the station's daily operation.

C. The remaining partner in Astroline Communications Company is Astroline Company, a Massachusetts

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limited partnership. Astroline Company holds a seventy percent (70%) limited partnership interest in Astroline Communications Company and will not control the day-to-day operation of the station.

2. The chart set forth below describes each partner's financial interest and managerial control of Astroline Communications Company:

Richard P. Ramirez (21%)	General Partner	General Manager Full Operational Control
WHCT Management, Inc. (9%)*	General Partner	Limited Operational Control
Astroline Company (70%)	Limited Partner	No Operational Control

*/ WHCT Management, Inc. will transfer four percent (4%) of its nine percent (9%) interest to minority personnel, if the Commission approves the distress sale of WHCT to Astroline Communications Company.

3. Astroline Communications Company is a qualified minority purchaser as defined by the Commission's Statement of Policy on Minority Ownership of Broadcasting Facilities, 42 RR 2d 1689 (1978), as revised, 52 RR 2d 1301 (1982).

[W]here the general partner is a minority individual and owns more than a 20 percent interest in the broadcasting entity, there exists sufficient minority involvement to justify favorable application of the Commission's . . . distress sale policies.

Id. at 1305-06.

In accordance with the Commission's Policy Statement, the twenty-one percent (21%) interest in Astroline Communications Company held by Mr. Ramirez and his status as the

General Manager surpasses the Commission's minimum standards. Additionally, minority ownership and control of Astroline Communications Company will increase when WHCT Management transfers four percent (4%) of its nine percent (9%) interest to additional minority personnel that will be interviewed and hired within 90 days following the consummation of the proposed distress sale. Thus, Astroline Communications Company is a qualified minority purchaser as defined by the Commission because the total minority interest and control in Astroline Communications Company will be twenty-five percent (25%).

APPRAISAL PRICE

The Commission established that a distress sale price may not exceed seventy-five percent (75%) of the station's fair market value. Lee Broadcasting Corp., 76 FCC 2d 462 (1980). The appraisals presently on file with the Commission for WHCT-TV fully support the terms of the proposed distress sale and reflect that the consideration is well below the required seventy-five percent (75%) of the fair market value of the station. The appraised value of the license and other assets of WHCT and the ratio between the purchase price (\$3,100,000) and the appraised values are as follows:

<u>Appraiser</u>	<u>Appraisal</u>	<u>Ratio</u>
LaRue	\$9,000,000	34%
Chapman	\$5,500,000	56%
Frazier	\$7,000,000	44%

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The average fair market value of the three appraisals is \$7,166,667. The \$3,100,000 purchase price is forty-three percent (43%) of this figure. Thus, Faith has complied with the Commission's Rules by transferring its television station for less than seventy-five percent (75%) of the fair market value.

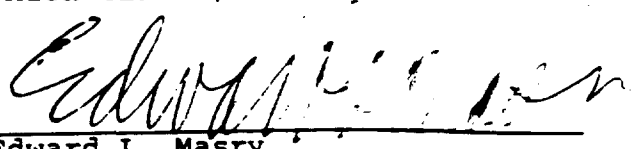
By this filing and the other records of this proceeding that are on file at the Commission and incorporated by reference herein, Faith submits simultaneously a full disclosure of all the facts and circumstances bearing on this request, comparable to that provided for in § 73.3525(a) of the Commission's Rules.

WHEREFORE, Faith respectfully requests the Commission to:

1. renew the license of Faith for the television station WHCT-TV operating on Channel 18, Hartford, Connecticut;
2. grant the instant Petition for Special Relief;
3. grant the assignment application of the license and other assets of WHCT to Astroline Communications Company filed simultaneously herewith; and
4. terminate this proceeding.

Respectfully submitted.

FAITH CENTER, INC.


Edward L. Masry
General Counsel

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CERTIFICATE OF SERVICE

I, Shelly J. Spiegel, do certify that a copy of the foregoing "Petition for Special Relief" was served by hand on this 28th day of June, 1984, addressed as follows:

John M. Frysiak
Administrative Law Judge
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Jim McKinney
Chief
Mass Media Bureau
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Charles Dziedzic
Chief
Hearing Branch
Federal Communications Commission
2025 M Street, N.W.
Washington, D.C. 20554


Shelly J. Spiegel

000487

Before the
Federal Communications Commission
Washington, D. C. 20554

In Re Application of)	
)	
FAITH CENTER, INC.)	BC Docket No. 80-730
WHCT-TV)	
Hartford, Connecticut)	
)	
For Renewal of License)	

MOTION FOR EXPEDITED PROCESSING

Faith Center, Inc. ("Faith") and Astroline Communications Company Limited Partnership ("Astroline Communications Company"), collectively referred to as "the Parties," through their respective counsel, hereby request expedited processing of their Petition for Special Relief and assignment application (FCC Form 314) for the distress sale of WHCT-TV, Channel 18, Hartford, Connecticut pursuant to the Federal Communications Commission's ("Commission") Statement of Policy on Minority Ownership of Broadcasting Facilities, 42 RR 2d 1684 (1978), as revised, 52 RR 2d 1301 (1982). The Parties request expedited processing of Faith's Petition for Special Relief and its accompanying 314 application because such a procedure would increase the number of television signals received by the citizens in the Hartford area and, thus, promote competition among the area's broadcast stations. Expedited processing would also more quickly deliver the first minority-controlled

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and operated television station to the Hartford area. In addition, the Parties emphasize that much of the documentation relied upon in this proceeding was originally filed and ultimately approved by the Commission in the earlier distress sale granted to Faith.

This proceeding has been pending before the Commission for almost seven years and should be resolved as quickly as possible. It began in September of 1977 when the Commission instituted an investigation into the practices and procedures of the four broadcasting stations owned by Faith. Three years later, Faith's renewal application for WHCT-TV was designated for hearing by the Commission. In Re Application of Faith Center, Inc., 83 FCC 2d 401 (1980). In an effort to avoid the hearing and possible loss of the license, Faith attempted two distress sales to minority applicants within the four-year period. See FCC 81-544 (Dec. 23, 1981); FCC 80-730 (Sept. 29, 1982). Although Faith received approval for these distress sales, neither transaction was consummated because of problems with both of the assignee's qualifications.

The delay resulting from these other unsuccessful distress sales came as a result of no fault of the parties in the instant case and should be viewed as further justification for expedited treatment. The Commission specifically provided for this type of procedural relief "to facilitate minority ownership and expedite the handling of distress sale petitions." 1982 Policy Statement, 1309-10.

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Faith's proposed distress sale of WHCT-TV to Astroline Communications Company is consistent with the Commission's goals of increasing minority ownership of broadcasting facilities. See 1982 Policy Statement, supra, at 1301. Astroline Communications Company is a financially-qualified minority applicant and experienced in broadcast operations. If the Commission approves the distress sale of WHCT-TV to Astroline Communications Company, Channel 18 will be the first minority-owned television station serving the Hartford area. Moreover, WHCT-TV will be one of only seven television stations in the United States controlled by Hispanic-Americans.

Astroline Communications Company has complied with the Commission's 1982 Policy Statement because its general partner is a minority who holds a twenty-one percent (21%) ownership interest in the partnership and holds a seventy percent (70%) voting interest in the partnership. See Petition for Special Relief filed simultaneously herewith. Moreover, the minority ownership of Astroline Communications Company will increase if the Commission approves the distress sale of WHCT-TV to Astroline Communications Company. It is proposed that the other general partner in Astroline Communications Company, WHCT Management, Inc., will transfer four percent (4%) of its nine percent (9%) interest to additional minority personnel. See Petition for Special Relief, supra, at 3-5. Thus, the minority interest in Astroline Communications

Company will total twenty-five percent (25%), a percentage significantly above the Commission's minimum standards.

The Commission has decreased the financial burden imposed upon the minority-controlled companies purchasing distress sale properties by requiring the purchase price not exceed seventy-five percent (75%) of the station's fair market value. However, this financial benefit will be diminished if there is a substantial delay in processing the distress sale application. The Commission has long recognized that there are substantial expenses incurred by protracted proceedings and that minority applicants are the least prepared to cover the costs of the lengthy proceedings. See 1978 Policy Statement, supra, at 1684-1690.

In an effort to reduce the delay and increase the number of minority-controlled broadcast facilities as rapidly as possible, the Commission has granted requests to expedite processing of construction permits. Brothers Broadcasting, 67 FCC 2d 1609 (1978); see also George R. Douglas, Jr., 44 RR 2d 413 (1979). The Commission has also afforded the procedural relief of expedited processing to applications filed by minority groups where "a prospective minority owner propose[s] minority programming." The New Continental Broadcasting Co., 45 RR 2d 698, 700 (1979). Similarly, the Commission should expedite the processing of the transfer of WHCT-TV to Astroline Communications Company, a minority applicant who will foster

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diversity of program content in the Hartford area. Moreover, the Commission would also benefit from the expedited processing of the pleadings in the instant proceeding. Specifically, considerable time and expense would be saved because the number of staff persons needed to review and ultimately approve this transfer would be reduced, as well as the administrative procedures streamlined.

CONCLUSION

In sum, expedited processing of the pleadings in this proceeding should be granted because they are premised upon a distress sale whose relevant documentation has been incorporated by reference and had previously been reviewed and approved by the Commission. Secondly, expedited treatment would serve the Commission's policies by ending this proceeding (which has been ongoing for nearly seven years) by not only delivering additional television service to the Hartford area, but by simultaneously bringing the first minority-controlled television facilities to the area.

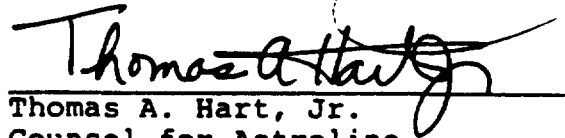
In sum, the Parties recommend that the Commission consider consolidating by certification all pleadings pending in this proceeding or use another procedure within its discretion to expedite the final resolution of this and other proceedings pending before the Commission relating to WHCT-TV, Channel 18, Hartford, Connecticut.

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In light of the foregoing, the Parties' Motion for Expedited Processing should be granted.

Respectfully submitted,


Edward L. Masry
Counsel for Faith Center, Inc.


Thomas A. Hart, Jr.
Counsel for Astroline
Communications Company

June 27, 1984

000493

CERTIFICATE OF SERVICE

I, Shelly J. Spiegel, do certify that a copy of the foregoing "Motion for Expedited Processing" was served by hand on this 28th day of June, 1984, addressed as follows:

John M. Frysiak
Administrative Law Judge
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Jim McKinney
Chief
Mass Media Bureau
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Charles Dziedzic
Chief
Hearing Branch
Federal Communications Commission
2025 M Street, N.W.
Washington, D.C. 20554

Shelly J. Spiegel
Shelly J. Spiegel

000494

Commission Use Only

File No.

United States of America
Federal Communications Commission
Washington, D.C. 20554

Approved by OMB
3060-0031
Expires 3/31/86

APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE
(Carefully read instructions before filling out form — RETURN ONLY FORM TO FCC)

Section I

GENERAL INFORMATION

Part I — Assignor

1. Name of Assignor

Faith Center, Inc.

Street Address

City

1,615, South Glendale Ave, Glendale

State

Zip Code

Telephone No.

Ca

9,1,2,0,5

(include area code)
(818) 246-8121

2. Authorization which is proposed to be assigned

(a) Call letters

WHCT

Location

Hartford, Connecticut

(b) Has the station commenced its initial program tests within the past twelve months?

☐ YES ☒ NO

If yes, was the initial construction permit granted after comparative hearing?

☐ YES ☐ NO

If yes, attach as Exhibit No. the showing required by Section 73.3597.

3. Call letters of any Remote Pickup, STL, BCA, or other stations which are to be assigned:

KCE-21

WRN-75

4. Is the information shown in assignor's Ownership Reports (FCC Form 323 or 323-E) now on file with the Commission true and correct as of this date?

☒ YES ☐ NO

If No, attach as Exhibit No. an Ownership Report supplying full and up-to-date information.

5. Attach as Exhibit No. 1 a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach.

6. State in Exhibit No. 2 whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock: (a) have any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or (b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection, giving dates; (iii) call letters or file number of application; or docket number; (iv) location.

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GENERAL INFORMATION

Part I—Assignor

7. Since the filing of the assignor's last renewal application for the authorization being assigned, or other major application, has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony; lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination? ☐ YES ☒ NO

If Yes, attach as Exhibit No. _____ a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition of litigation.

EXHIBIT 1

Agreement To Assign The Property And Facilities Of The Station WHCT.

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AGREEMENT

THIS AGREEMENT is made this 29th day of May 1984, by and between Faith Center, Inc., licensee of WHCT-TV, Channel 18 in Hartford, Connecticut, ("Seller") and Astroline Communications Company, a Massachusetts limited partnership ("Buyer"). WHCT-TV, Channel 18 in Hartford, Connecticut is hereinafter referred to as the Station.

1. Sale of Business and Assets of Seller to Buyer.

Subject to the conditions and based upon the representations, warranties and agreements of the parties hereinafter set forth, Seller shall sell, assign, transfer, convey and deliver to Buyer and Buyer shall purchase and acquire from Seller on the Closing Date (as hereinafter defined) all of the licenses and permits issued by the Federal Communications Commission (FCC), call letters, (WHCT-TV) antennas, transmitters, real property and equipment of the Station and all other assets of the Station described herein on an addendum which will be prepared and executed by the parties prior to closing.

The foregoing business, properties and assets to be sold, assigned, transferred, conveyed and delivered to Buyer including, but not limited to, the items specifically referred to above are referred to herein as the "Assets."

2. Purchase Price and Payment; Purchase Price Adjustment;
and Allocation of Purchase Price.

(a) The aggregate purchase price to be paid by Buyer to Seller for the Assets shall be Three Million One Hundred Dollars (\$3,100,000) (hereinafter referred to as the "Purchase Price"). The Purchase Price shall be payable by Buyer to Seller at the Closing (as hereinafter defined) as follows:

(i) Buyer shall pay Seller Five Hundred Thousand Dollars (\$500,000) by certified or bank check or by wire transfer;

(ii) Buyer shall deliver to Seller a Promissory Note ("Note") in the principal amount of Two Million Six Hundred Thousand Dollars amortized over ten (10) years. The Note shall be payable monthly, the first installment to be payable one month after the Closing Date and the remaining installments to be paid monthly thereafter. The principal balance from time to time outstanding under the Note shall bear interest at the rate of twelve percent (12%) per annum. The term of the Note shall be for ten years and shall be partially secured by the assets enumerated in trust deed on real property.

(b) The Purchase Price shall be allocated among the Assets according to a Schedule to be determined by the Buyer.

(c) Buyer shall deposit at the Bank of America, Gateway Branch in Glendale, California, \$30,000.00 in escrow towards the cash payment of the Purchase Price, within 30 days of receipt of preliminary approval of the FCC.

ZOB (d) Buyer is not and will not assume any liabilities or obligations of Seller. -2-

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3. Closing.

(a) The closing of the purchase and sale of the Assets (the "Closing") shall take place at the offices of the Gateway Branch, Bank of America, Glendale, California at 10:00 a.m. The Closing shall take place on August 6, 1984, or any date prior thereto that is mutually agreeable to Buyer and Seller, provided that Buyer shall have the right, exercisable from time to time by written notice to Seller, to postpone the Closing to a date not later than September 14, 1984. If all consents and approvals of the FCC, and all other applicable regulatory agencies and authorities necessary for the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof shall not have been obtained prior to September 14, 1984 and, therefore, the Closing shall not have occurred by such date, then Buyer shall have the right, exercisable by written notice to Seller, to extend the date of the Closing to such date on or before December 31, 1984, which is five (5) business days after the date on which all such consents and approvals shall have been obtained. The date on which the Closing shall occur is referred to herein as the "Closing Date."

(b) Seller and Buyer each agree to pursue diligently the fulfillment of all conditions precedent to the Closing set forth herein and to cooperate in obtaining all consents and approvals necessary for the consummation of the trans-

actions contemplated by this Agreement in accordance with the terms hereof.

4. Instruments to be Delivered at Closing.

(a) At the Closing, Seller shall deliver to Buyer the following documents and instruments duly executed by Seller:

(i) A Bill of Sale and Assignment conveying to Buyer all of Seller's right, title and interest in and to the Assets identified herein or listed in the Addendum.

(ii) Deeds from Seller to Buyer with respect to the real properties included among the Assets;

(iii) Such other instruments of sale, assignment, transfer, conveyance and delivery, as shall be necessary to provide Buyer good and marketable title to all the Assets free of all defects, except real ^{and/or personal} property tax liens previously described herein. Twenty four months after closing, Buyer shall have recourse against the tax liens existing against the Assets at closing by reducing the principal payments of the Note by the amount equal to the taxes owed by Seller twenty four months after closing.

(b) At the Closing, against the delivery of the documents described in this Section above, Buyer shall deliver or cause to be delivered to Seller the following instruments, duly executed on behalf of Buyer, and amounts:

(i) Cash, by certified or bank check or wire transfer, in the amount specified in subsection 2(a)(i) above;

(ii) The Note.

5. Representations and Warranties of Seller.

(a) Seller represents and warrants that:

(i) Seller will provide good and marketable title, free and clear of any mortgage, pledge, security interest, lien, charge or other encumbrance, to all real and personal properties included among the Assets except liens ^{due and including those} for real property taxes assessed and/or, not yet due and payable; and

(ii) Seller is not in default under any indenture, mortgage, deed of trust, agreement, lease or other instrument or contract to which Seller is a party or by which Seller is bound which has a material adverse effect upon the Assets or the value thereof.

(iii) No consent, approval or authorization of, or declaration or filing with, any governmental agency or authority, except for the approval of the FCC, is required in connection with the execution and delivery of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby.

(iv) Seller has full power and authority to carry out all the terms, conditions and provisions of this Agreement without the consent of any other person.

(v) From the date of execution of this Agreement until the Closing Date, there will be no material adverse

change in the license, call letters, antenna, transmitter and the other real property and equipment to be attached as addendum 1. For the purposes of this Agreement, a material adverse change shall include, without limitation, any decrease in the value of the Assets by an aggregate amount in excess of \$25,000, ~~or any increase in the amount of the liabilities~~ *of Seller to an aggregate amount of more than \$25,000* *and it is understood that all assets in addendum 1 are purchased by Buyer "as is" and any change in the ordinary course of business is excluded from the scope of this paragraph.* *20B*

understand that all assets in addendum 1 are purchased by Buyer "as is" and any change in the ordinary course of business is excluded from the scope of this paragraph.

(vi) The Assets on the Closing Date shall be located at the same location in or around Hartford, Connecticut as they are now. *20B*

6. Representations and Warranties of Buyer

Buyer represents and warrants that:

(a) Buyer is a limited partnership duly organized, validly existing and in good standing under and by virtue of the laws of the State of Massachusetts.

(b) The execution and delivery of this Agreement, the Note and the other Addendums, certificates and documents contemplated or referred to herein which are to be delivered by Buyer have been duly authorized by Buyer's Partners as required under the laws of the State of Massachusetts and no other separate action is required for the approval of this Agreement, the Note or such other agreements, certificates and documents, all of which shall, upon the execution and delivery thereof by Buyer, be valid and binding upon Buyer and enforceable in accordance with their respective terms.

(c) The execution and delivery of this Agreement and the Note by Buyer, and the performance of Buyer in consummating the transactions contemplated by this Agreement and the Note, will not conflict with or result in a violation or breach of, or default under, any terms or provisions of the corporate charter or By-laws of Buyer, or any terms or provisions of any agreement or instrument to which Buyer is a party or by which it is bound.

(d) Except for the approvals of the FCC and other governmental bodies no consent, approval or authorization of or declaration or filing is required in connection with the execution or delivery of this Agreement or the Note by Buyer or the consummation by Buyer of the transactions set forth in this Agreement in accordance with the terms hereof.

7. Conditions Precedent to Buyer's Obligations.

All obligations of Buyer under this Agreement are subject to the fulfillment of each of the following conditions on or before the Closing Date, any one or more of which may, from time to time, be waived in writing by Buyer in accordance herewith.

(a) Any representation made by Seller contained herein shall be true and correct on and as of the Closing Date, with the same effect as though such representation were made on and as of such date.

(b) Seller shall have performed and complied with all terms, covenants and conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date.

(c) All consents and approvals, including approval of the FCC and consents and approvals of all other regulatory agencies or authorities having jurisdiction over the transactions contemplated by this Agreement, shall have been obtained.

8. Conditions Precedent to Seller's Obligations.

All obligations of Seller under this Agreement are subject to the fulfillment of each of the following conditions on or prior to the Closing Date, provided that the condition set forth in subsection (a) may, from time to time, be waived in whole or in part by Seller as provided herein.

(a) The representations and warranties made by Buyer contained herein shall be true and correct on and as of the Closing Date, with the same effect as though such representations and warranties were made on and as of such date.

(b) No other, ruling or regulation (general or specific) of any governmental authority shall have been issued or promulgated, and no judicial or administrative action, which has the purpose or would have the effect of prohibiting the transactions herein contemplated or the effect of

interfering with or materially affecting the right or ability of either party to this Agreement to consummate any such transactions, shall have been taken.

(c) All consents and approvals, of the FCC and consents and approvals of all other regulatory agencies or authorities having jurisdiction over the transactions contemplated by this Agreement, shall have been obtained.

9. Access.

On two occasions prior to the Closing, Seller will give to Buyer and its representatives access during normal business hours to inspect all real and personal property, equipment, and inventory as enumerated on Addendum 1 of the Station; provided, however, that all information and knowledge received by Buyer and its representatives shall be held wholly confidential. Such access shall be made by appointment only and shall be done so in a manner which, under the circumstances, causes a minimum of disruption to the operation of the businesses of the Station. If the transactions contemplated hereby shall not be consummated, all information of every kind, nature and description and all copies of documents provided to Buyer by Seller shall, upon request, be returned to Seller.

Prior to Closing, Buyer shall give to Seller and its representatives financial reports and statements necessary to verify Buyer's financial qualifications to undertake the financial obligations herein described.

10. Negative Covenants of Seller.

Seller covenants that, throughout the period commencing on the date hereof and to and including the Closing Date, unless Buyer shall have otherwise consented in writing and except as otherwise specifically allowed by this Agreement, Seller will not:

(a) Enter into or negotiate with any other party or entity an agreement for the sale of the Station.

(b) Enter into any indenture, mortgage, agreement, understanding or commitment, written or oral, which is binding on Buyer after the Closing Date.

11. Bulk Sales Law.

Buyer hereby waives compliance by Seller with the Bulk Sales Laws of the State of Connecticut and any other jurisdiction in which any of the Assets are located in connection with the consummation of the transactions contemplated by this Agreement. Seller hereby agrees to indemnify Buyer against and hold Buyer harmless from any and all liabilities, claims, obligations or expenses which Buyer may incur or to which Buyer may be subjected or which may be asserted against any of the Assets by reason of the failure of Seller to comply with the requirements of any such Bulk Sales Laws with respect to the consummation of such transactions.

12. Casualty Losses.

Anytime following execution of this Agreement, Buyer shall have the right to fully insure the Station and its real

or personal property against any casualty loss, destruction or damage to any of the Assets of this transaction. Insurer shall have no more right of access than enumerated in Section 9.

13. Brokers.

Buyer and Seller represent and warrant to each other that the transactions contemplated hereby have been and shall be carried on by Buyer directly with Seller and in such manner as not to give rise to any valid claims against either of the parties hereto for a brokerage commission, finder's fee or other like payment and each of them agrees to indemnify and hold the other harmless from and against any claims for brokerage commissions or finder's fees insofar as such claims shall be alleged to be based upon arrangements or agreements made by it. Such indemnity shall include the cost of reasonable counsel fees in connection with the defense of any such claims.

14. FCC and Other Regulatory Approvals.

Seller will select and retain counsel to cooperate with Buyer and Buyer's counsel to obtain all necessary consents and approvals of California regulatory authorities. Buyer will select and retain counsel to obtain all necessary consents and approvals of the FCC and Connecticut regulatory authorities.

15. Expenses.

Buyer and Seller shall be responsible for the payment of the fees of their respective counsel, accountants, consultants and other advisors in connection with this Agreement and the transactions provided for herein.

16. Nondisclosure of Confidential Information.

Seller shall forever maintain the confidentiality of all commercial, financial and technical information of which Seller became aware as a result of ownership of the Assets and the conduct of his business in the Station.

17. Non-Competition.

In consideration of the covenants made herein, Seller agrees that for a period of three (3) years from the Closing Date, it will not, directly or indirectly, own, manage, or operate, any television station which is in competition with the Station to be acquired by Buyer from Seller within a seventy five (75) mile radius of Hartford, Connecticut.

18. Additional Documentation.

Upon the request of Buyer, Seller shall from time to time execute and deliver documents, make all lawful oaths, testify in all proceedings and do all other acts which may be necessary to perfect the record or confirm the title of Buyer to any of the Assets, to transfer and assign any of the Assets described herein and enumerated in Addendum 1.

19. Survival of Representations and Warranties.

All representations and warranties made by Seller and Buyer under this Agreement in connection with the transactions contemplated hereby or in any certificate, schedule or other instrument delivered pursuant hereto shall survive the Closing for a period ending on the twenty four month anniversary of the Closing Date provided that all claims brought within such twenty four months period or of which either party shall have notified the other party within such twenty four month period shall survive such twenty four month anniversary of the Closing Date.

20. Indemnification.

(a) Seller shall indemnify and hold harmless Buyer from and against any and all loss, damage, liability and expense, including attorneys' fees, resulting from or arising out of:

(i) taxes levied, imposed, or assessed by any federal, state or local governmental authority with respect to the income or operation of the Station for any period on or prior to the Closing Date pursuant to the procedures outlined in Section 4(a)(iii) above.

(ii) liabilities or claims against Seller or Buyer arising out of occurrences or transactions involving Seller and occurring on or before the Closing Date except *and/or personal used 20P* real property taxes which are the subject of litigation and

(b) Buyer shall indemnify and hold harmless Seller from any and all loss, damage, liability and expense, including attorneys' fees, resulting from liabilities and

Claims arising after the closing date.

21. Remedies.

In the event that Seller or Buyer fails to close hereunder although all conditions precedent to that party's obligation to close have been fulfilled or duly waived by such party, the non-defaulting party shall be entitled, in addition to any and all other remedies which it may have at law or in equity, to receive actual damages which result from the default or breach of the terms and provisions of this Agreement by the other party. However, neither party to this Agreement shall be liable for any consequential, indirect or special damages. In the event of litigation brought by either party for specific performance of this Agreement, or damages for a breach hereunder, the prevailing party in such litigation shall be entitled to reimbursement of its expenses, including reasonable attorneys' fees, incurred in enforcing its rights hereunder.

22. Notices.

All notices and communications under this Agreement shall be in writing and if to Buyer shall be hand-delivered or mailed by registered or certified mail, first class postage prepaid, return receipt requested, to: Fred J. Boling, Astroline Company, 855 Broadway, P.O. Box 989, Saugus, Massachusetts 01906; and copies to Collier, Shannon, Rill & Scott, 1055 Thomas Jefferson Street, N.W., Suite 308, Washington, D.C. 20007, Attn: Thomas A. Hart, Jr., Esq.; and Peabody & Brown, 1 Boston Place, Boston, Massachusetts, Attn: William Lance, Esq.; and if to Seller, shall be hand-delivered or mailed by registered or certified mail, first class postage prepaid, return receipt requested to: Faith Center Church, Glendale, California 91205, Attn: Board of Directors, and copies to Edward L. Masry, Esq., 15495 Ventura Boulevard, Sherman Oaks, California 91403, and Kenneth E. Roberson, Esq., 1615 S. Glendale Avenue, Glendale, California 91205 or such other address as either party may furnish to the other by notice in accordance with this Agreement.

23. Binding Effect and Assignment.

This Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. Neither Buyer nor Seller may assign this Agreement or any rights or obligations hereunder prior to the Closing.

24. Counterparts.

This Agreement may be executed in two or more counterparts, each of which, when so executed and delivered shall be an original instrument, but such counterparts, together, shall constitute a single Agreement.

25. Entire Agreement and Amendments.

This Agreement, including the Exhibits and Schedules referred to herein, contains the entire understandings and agreement of the parties hereto with respect to the subject matter contained herein and may be amended only by a written instrument executed by Seller and Buyer or their respective heirs, successors or assigns. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein.

26. Governing Law.

This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of California and Buyer and Seller agree to submit to the jurisdiction of the courts of the State of California and agree that service of process may be made in the manner approved for notices in Section 22 of this Agreement.

27. Headings and Table of Contents.

Section headings and the Table of Contents are inserted for convenience and do not form part of this Agreement.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement in their respective names in person or by their duly authorized officers or agents, and have caused to have affixed seals hereto as of the day and year first above written.

SELLER:

Faith Center, Inc.

By Eugene Scott
Eugene Scott

By Edward L. Masry
Edward L. Masry, General Counsel

The above-signed Edward L. Masry appeared before me and signed the document in my presence on this ____ day of May ____, 1984.

NOTARY PUBLIC

My commission expires _____.

BUYER:

Astroline Communications Company by
WMCT MANAGEMENT INC - GENERAL PARTNER

By Fred J. Boling
Fred J. Boling, PRESIDENT

5-25-84

The above-signed Fred J. Boling appeared before me and signed the document in my presence on this 29th day of May ____, 1984.

Kendra Utton
NOTARY PUBLIC

My Commission Expires June 14, 1985
My Commission expires _____.

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ADDENDUM

It is hereby agreed that the property being transferred shall include all of the equipment that has been previously enumerated and exhibited in the previous distress sale applications on file with the FCC and ~~that~~ *JB* ~~portion of~~ the real property upon which the transmitter is located. *JB*

It is understood by the parties that reasonable wear and tear of the equipment is expected.

JB

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ADDENDUM

WHCT-TV Transmitter Inventory

1	GE Model GET T25A Transmitter
1	GE Type GL-6237 Klystron
2	GE Tube Dollys
2	GE AK-1 Air Breakers
1	Townsend Model TC-400-01 Vacuum Air Breaker
1	GE AK-1 Air Breaker not repairable
1	Telemet Model 4501-A2 Demodulator
1	Antenna Deicer Model 4PY22A3
1	Filter Diplexer Model 4PY24A1
1	Elcom EBS Responder
1	Audio Patch Panel
1	GE BA4 Program Monitor
1	GE BA2A Program Amplifier
1	RCA Sideband Response Analyzer
1	GE UHF Sweep Generator 4TX11A1 & Power Supply
1	GE Large Monitor Speaker Cabinet
1	Kay Electric Marka-Sweep
1	Heat Exchanger For Water Cooled Klystrons
1	Tower with GE Model TY24B Helical Antenna
1	TFT Model 702 Modulation Monitor
1	Grass Valley Model 941 White Stretch
1	Grass Valley Model 940A Video Processor
1	Grass Valley Model 962 Color Lock
1	Grass Valley Model 950 Syns Generator
1	Grass Valley Model 906A Video AGC Amplifier
1	Grass Valley Model 900 Power Supply
2	Telemet Model 3200 Video Distribution Amplifier
1	Telemet Model 3508 Test Signal Generator
1	Technical Material Corp. Video Patch Panel
1	24 Volt Power Supply
1	Sola Constant Voltage Transformer 500 VA rated
1	General Radio Model 1192 Counter
1	General Radio Model 1157-B Scaler
1	Conrac Model RNCA9 Picture Monitor B&W
1	RCA TS-2B Push button switcher
1	Hickok Model 600A Tube Tester
1	Dielectric Communications Ch18 RF Load
1	Termaline Model 612 Wattmeter
1	Hewlett Packard Model 400D VTVM
1	B&W Model 200 Audio Oscillator
1	Simpson Model 260 volt ohm milliammeter
5	Audio Patch Panels
1	CBS Volumax 410
1	CBA Audimax 443
5	RCA Model BA23 Program Amplifiers
1	GE Racks
1	3M Bridging Switchers
1	Tektronix Model 528 Waveform Monitor
6	Conrac Model RDN Video Monitors B&W

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WHCT-TV Studio Inventory
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4	RCA SL12 Speakers
2	Utah V8HC Speakers
2	Utah 4-inch Speakers
1	Quam 4-inch Speaker
1	Fanon ST-5 Audio Monitor
1	GE 4V Film Camera's Model 4PE240
1	Eastman Multiplexers Model 2 PF-11-C
1	RCA Slide Projectors Model TP7
1	VR-1200 Ampex Videotape Machine
1	Ampex Mark 10 Video Head (bad noise banding)
1	Riker Videoswitcher
1	ROH-INC Audio with composite audio-follow
1	Tecktronix Model 520A Vectorscope
1	Conrac Model 5022S12 Color Monitor
1	Tektronix Model 529 Waveform Monitors for film chains
2	Riker Sync Generators with Auto Change
1	Riker Black Burst Generator
1	Riker Color Bar Generator
2	Technical Materials Corp. Video Patch Panels
1	Telemet 4501 Demodulator
1	Conrac AV12E TV 12 channel demodulator
1	Southwest Technical Products Corp. Power Supply
1	Challenger Amplifier Model CHA20
1	GE Model 4TP21 Relay Power Supplies
1	Elcom Model EBG1 Emergency Broadcast Tone Generator
1	RCA Senior Voltohmyst

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EXHIBIT 2

QUESTION 6

PRIOR BROADCAST INTERESTS

Faith Center, Inc. is the former licensee of the following broadcasting facilities: KHOF-TV, San Bernardino, California; KVOF-TV, San Francisco, California; and KHOF-FM, Los Angeles, California. The applications for renewal of these licenses were dismissed as follows:

1. The application to renew the license of KHOF-TV was dismissed on March 17, 1980. Faith Center, Inc., 82 FCC 2d 1 (1980). On May 24, 1983, KHOF-TV went off the air. Presently, the permanent authorization for this channel is pending comparative hearing among numerous competing applicants.

2. Similarly, an application to assign the KVOF-TV license was dismissed (BALCT-800425KN), and three competing applications were filed for this facility. The case is currently in the United States Court of Appeals. Faith Center, Inc. v. FCC, 841085; D.C. Circuit.

3. Finally, by Memorandum Opinion and Order (FCC 82M-2746), released September 13, 1982, the Administrative Law Judge dismissed the application of KHOF-FM with prejudice. This case is currently in the United States Court of Appeals. Faith Center, Inc. v. FCC, 832295; D.C. Circuit.

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Section I

GENERAL INFORMATION

Part II — Assignee

1. Name of Assignee

Astroline Communications Company Limited Partnership

Street Address (or other identification)

City

1855 Broadway

Saugus

State

Zip Code

Telephone No.

MA

01906

(include area code)

(617) 231-1400

2. Does the contract submitted in response to Question 5, Part I of Section I embody the full and complete agreement between the assignor and assignee? ☒ YES ☐ NO

If No, explain in Exhibit No. _____.

Section II

ASSIGNEE'S LEGAL QUALIFICATIONS

1. Assignee is:

☐ an individual

☐ a general partnership

☒ a limited partnership

☐ a corporation

☐ other

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in Exhibit No. _____ the nature of the applicant.

CITIZENSHIP AND OTHER STATUTORY REQUIREMENTS

YES NO

3. (a) Is the applicant in compliance with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? ☒ YES ☐ NO
- (b) Will any funds, credit, etc., for construction, purchase or operation of the station be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents? ☐ YES ☒ NO

If Yes, provide particulars as Exhibit No. _____.

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ASSIGNEE'S LEGAL QUALIFICATIONS

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 4. (a) Has an adverse finding been made, adverse final action taken or consent decree approved by any court or administrative body as to the applicant or any party to the application in any civil or criminal proceeding brought under the provisions of any law related to the following: any felony, antitrust, unfair competition, fraud, unfair labor practices, or discrimination? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 4.(a)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to (a) or (b) above is Yes, attach as Exhibit No. _____, a full disclosure concerning the persons and matters involved, identifying the court or administrative body and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and disposition or current status of the matter. Information called for by this question which is already on file with the Commission need not be retold provided: (1) the information is now on file in another application or FCC form filed by or on behalf of the assignee; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to; and (3) after making the reference, the assignee states, "No change since date of filing."

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ASSIGNEE'S LEGAL QUALIFICATIONS

TABLE I PARTIES TO APPLICATION

5. (a) Complete Table I with respect to the assignee. (Note: If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement).

INSTRUCTIONS: If applicant is an individual, fill out column (a) only. If applicant is a partnership, fill out columns (a), (b) and (d), state as to each general or limited partner (including silent partners) (a) name and residence, (b) nature of partnership interest (i.e., general or limited), and (d) percent of ownership interest. If applicant is a corporation or an unincorporated association with 50 or fewer stockholders, stock subscribers, holders of membership certificate or other ownership interest, fill out all columns, giving the information requested as to all officers, directors and members of governing board. In addition, give the information as to all persons or entities who are the beneficial or record owners of or have the right to vote capital stock, membership or owner interest or are subscribers to such interests. If the applicant has more than 50 stockholders, stock subscribers or holders of membership certificates or other ownership interests, furnish the information as to officers, directors, members of governing board, and all persons or entities who are the beneficial or record owners of or have the right to vote 1% or more of the capital stock, membership or owner interest except that if such entity is a bank, insurance company or investment company (as defined by 15 U.S.C. §80a-3) which does not invest for purposes of control, the stock, membership or owner interest need only be reported if 5% or more.

Applicants are reminded that questions 5 through 7 of this Section must be completed as to all "parties to this application" as that term is defined in the instructions to Section II of this form.

Name and Residence (Home) Address(es)	Nature of Partnership Interest or Office Held	Director or Member of Governing Board		% of: Ownership (O) or Partnership (P) or Voting Stock (VS) or Membership (M) Voting Interest (
		YES	NO	
(a)	(b)	(c)		(d)
Richard P. Ramirez 39 Chestnut Street Boston, MA 02108	General Partner			21% (O) 70% (VI)
WHCT Management, Inc. 855R Broadway Saugus, MA 01906	General Partner			9% (O) 30% (VI)
Astroline Company 855R Broadway Saugus, MA 01906	Limited Partner			70% (O)
Herbert A. Sostek 65 E. India Row #21-F Boston, MA 02110	General and Limited Partner of Astroline Company			*
Fred J. Boling, Jr. 24 Tophet Road Lynnfield, MA 01940	General and Limited Partner of Astroline Company			*

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* See Exhibit No. 3

ASSIGNEE'S LEGAL QUALIFICATIONS

TABLE I (cont'd)

PARTIES TO APPLICATIONS

Name and Residence (Home) Address(es)	Nature of Partnership Interest or Office Held	Director or Member of Governing Board		% of: Ownership (O) or Partnership (P) or Voting Stock (VS) or Membership (M)
		YES	NO	
(a)	(b)	(c)		(d)
Joel A. Gibbs 3 Hilltop Ave. Wenham, MA 01984	General and Limited Partner of Astroline Company			*
Richard H. Gibbs 60 Puritan Lane Swampscott, MA 01907	General and Limited Partner of Astroline Company			*
Randall L. Gibbs 105 Bellevue Street Newton, MA 02158	Limited Partner of Astroline Company			*

* See Exhibit No. 3

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ASSIGNEE'S LEGAL QUALIFICATIONS

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 5. (b) Does the applicant or any party to this application, own or have any interest in a daily newspaper or cable television system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Does the applicant or any party to this application have an ownership interest in, or is an officer, director or partner of, an investment company, bank, or insurance company which has an interest in a broadcast station, cable system or daily newspaper? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to questions 5(b) or (c) is Yes, attach as Exhibit No. _____, a full disclosure concerning persons involved, the nature of such interest, the media interest and its location.

OTHER BROADCAST INTERESTS

- | | | |
|--|-------------------------------------|-------------------------------------|
| 6. Does the applicant or any party to this application have any interest in or connection with the following? | | |
| (a) an AM, FM or TV broadcast station? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) a broadcast application pending before the FCC? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Has the applicant or any party to this application had any interest in or connection with the following: | | |
| (a) an application which has been dismissed with prejudice by the Commission? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) an application which has been denied by the Commission? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) a broadcast station, the license which has been revoked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) an application in any Commission proceeding which left unresolved character issues against the applicant? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (e) If the answer to any of the questions in 6 or 7 is Yes, state in Exhibit No. <u>4</u> , the following information: | <input type="checkbox"/> | <input type="checkbox"/> |
| (i) Name of party having such interest; | | |
| (ii) Nature of interest or connection, giving dates; | | |
| (iii) Call letters of stations or file number of application, or docket number; | | |
| (iv) Location. | | |
| 8. (a) Are any of the parties to this application related to each other (as husband, wife, father, mother, brother, sister, son or daughter)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station or pending application? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to (a) or (b) above is Yes, attach as Exhibit No. 3 & 4, a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

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9. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

YES NO

☒ ☐

If Yes, provide particulars as Exhibit No. 5.

10. Do documents, instruments, agreements or understandings for the pledge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder rights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. 310(d)) will be obtained?

☐ ☐

Not Applicable

If No, attach as Exhibit No. _____ a full explanation.

Section III

ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The applicant certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the facilities for three months.
2. The applicant certifies that: (a) it has a reasonable assurance of a present firm intention for each agreement to furnish capital or purchase capital stock by parties to the application, each loan by banks, financial institutions or others, and each purchase of equipment on credit; (b) it can and will meet all contractual requirements as to collateral, guarantees, and capital investment; (c) it has determined that all such sources (excluding banks, financial institutions and equipment manufacturers) have sufficient net liquid assets to meet these commitments.

☒ ☐☒ ☐

See letters attached as Exhibit No. 6

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SECTION IV

ASSIGNEE'S PROGRAM SERVICE STATEMENT

FOR AM AND FM APPLICANTS

NOT APPLICABLE

1. Attach as Exhibit No. _____ a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

FOR TELEVISION APPLICANTS

2. Ascertainment of Community Needs.

- A. State in Exhibit No. 7A the methods used by the applicant to ascertain the needs and interests of the public served by the station. Such information shall include (1) identification of representative groups, interests and organizations which were consulted and (2) the major communities or areas which applicant principally undertakes to serve.
- B. Describe in Exhibit No. 7B the significant needs and interests of the public which the applicant believes its station will serve during the coming license period, including those with respect to national or international matters.
- C. List in Exhibit No. 7C typical and illustrative programs or program series (excluding *Entertainment and News*) that applicant plans to broadcast during the coming license period to meet those needs and interests.
3. State the minimum amount of time, between 8:00 a.m. and midnight, the applicant proposes to normally devote each week to the program types listed below (see definitions in instructions). Commercial matter, within a program segment, shall be excluded in computing the time devoted to that particular program segment, e.g., a 15-minute news program containing three minutes of commercial matter, shall be computed as a 12-minute news program.

	HOURS	MINUTES	% of TOTAL TIME ON AIR
NEWS	<u>7</u>	<u> </u>	<u>5.56%</u>
PUBLIC AFFAIRS	<u>10</u>	<u> </u>	<u>7.94%</u>
ALL OTHER PROGRAMS (Exclusive of Sports and Entertainment)	<u>15</u>	<u> </u>	<u>11.90%</u>
LOCAL PROGRAMMING	<u>15</u>	<u> </u>	<u>11.90%</u>

4. State the maximum amount of commercial matter the applicant proposes to allow normally in any 60-minute segments: 16 min/hr
5. State the maximum amount of commercial matter the applicant proposes to allow normally in a 60-minute segment between the hours of 6 p.m. to 11 p.m. (5 p.m. to 10 p.m. Central and Mountain Times): 16 min/hr
- (a) State the number of hourly segments per week this amount is expected to be exceeded, if any: -0-
6. State in Exhibit No. _____, in full detail, the reasons why the applicant would allow the amount of commercial matter stated in Question 4 and 5 above to be exceeded.
- The applicant does not anticipate that the above-stated amounts will be exceeded.

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SECTION V

APPLICANT'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

YES NO

1. Does the applicant propose to employ five or more fulltime employees?

☒ ☐

If the answer is Yes, the applicant must include an EEO program called for in the Model EEO Program. (FCC Form 385-A).

See Exhibit No. 8 attached.

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SECTION VI

Part I — Assignor

ASSIGNOR'S CERTIFICATION

1. Has or will the assignor comply with the public notice requirement of Section 73.3580 of the Rules?

☒ YES ☐ NO

The ASSIGNOR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination of any other application with which it may be in conflict.

In accordance with Section 1.85 of the Commission's Rules, the ASSIGNOR has a continuing obligation to advise the Commission through amendments, of any substantial and significant changes in the information furnished.

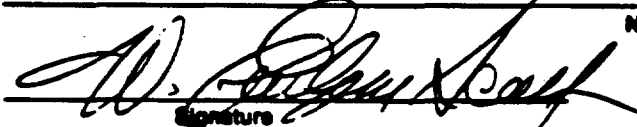
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, Section 1001

I certify that the assignor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 22nd day of June, 1984

Faith Center, Inc.

Name of Assignor



Signature

W. Eugene Scott

Title

Pastor - President

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SECTION VI

Part II — Assignee

ASSIGNEE'S CERTIFICATION

The ASSIGNEE hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended).

The ASSIGNEE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNEE represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on other application with which it may be in conflict.

In accordance with Section 1.85 of the Commission's Rules, the ASSIGNEE has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT.
U.S. CODE, TITLE 18, SECTION 1001.**

I certify that the assignee's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 26th day of June 1984

ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

Name of Assignee


Signature

General Partner

Title

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EXHIBIT NO. 3

The assignee is a Massachusetts limited partnership having two General Partners, Richard Ramirez and WHCT Management, Inc., and one Limited Partner, Astroline Company. The affairs of the assignee are managed solely by the General Partners and all questions are decided by the majority vote of the holders of general partnership interests, who vote in accordance with their respective ownership interests in the assignee (such interests are referred to in Table 1 as "Voting Interests"). Thus, Mr. Ramirez, having a 70% Voting Interest in the assignee, has complete voting control of the management of the affairs of the assignee.

Astroline Company, the sole Limited Partner of the assignee is a Massachusetts limited partnership having the General and Limited Partners set forth on Table 1. In addition to its limited partnership interest in the assignee, Astroline Company is also the owner of all of the outstanding Common Stock of WHCT Management, Inc. Each of the five partners of Astroline Company has a 20% Ownership Interest in Astroline Company. Each of the four General Partners of Astroline Company has a 25% Voting Interest.

Three of the partners of Astroline Company, Joel A. Gibbs, Richard H. Gibbs and Randall L. Gibbs, are brothers.

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EXHIBIT NO. 4

OTHER BROADCAST INTERESTS

Astroline Company holds a 25% limited partnership interest in Spectrum Telecommunications Associates, an Illinois limited partnership and an applicant for the license to construct, own and operate UHFTV broadcast station Channel 46 in East Saint Louis, Illinois. An application was filed on behalf of Spectrum with the Commission on January 27, 1982 and has been assigned file number BPCT-820127KJ.

Astroline Company also holds interests in two pending applications for licenses to construct and operate cellular mobile radio systems. Astroline Company holds an 80% general partnership interest in Celltronics of New Bedford ("CNB"), a Massachusetts general partnership. CNB filed a license application with the Commission on March 8, 1983 which has been assigned file number 27128-CL-P-83. Astroline Company also holds a 47.5% general partnership interest in Celltronics of West Palm Beach ("CWPB"), a Florida general partnership. CWPB filed a license application with the Commission on March 8, 1983 which has been assigned file number 27129-CL-P-83.

In addition, Astroline Company filed an application with the Commission on Sept. 9, 1983 for a license to provide a multipoint distribution service in East Saint Louis, Illinois, which application has been assigned file number 959-CM-P.

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EXHIBIT NO. 5

Affidavit dated May 29, 1984, of Fred J. Boling, Jr.

Affidavit dated May 29, 1984, of Richard P. Ramirez.

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AFFIDAVIT

I, Fred J. Boling, Jr., being duly sworn, hereby state that:

I am the President of WHCT Management, Inc., a Massachusetts corporation having its office at 855 Broadway, Saugus, Massachusetts ("WHCT Management").

WHCT Management is a General Partner in the Astroline Communications Company Limited Partnership, a Massachusetts limited partnership (the "Partnership"). As a General Partner, WHCT Management holds a nine percent (9%) Partnership Interest in the Partnership. The other General Partner in the Partnership is Richard P. Ramirez, who holds a twenty-one percent (21%) Partnership Interest as a General Partner. The Astroline Company, another Massachusetts limited partnership, is the sole Limited Partner in the Partnership and as such holds the remaining seventy percent (70%) Partnership Interest.

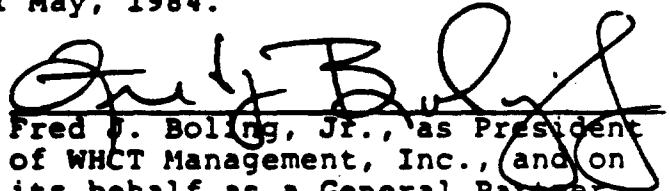
The Partnership has entered into an Agreement dated May 29, 1984 with Faith Center, Inc., the licensee of WHCT-TV, Channel 18, in Hartford, Connecticut (the "Station"), providing for the acquisition of the Station by the Partnership from Faith Center, Inc., on the terms and conditions set forth therein, including the receipt of all regulatory approvals by the Federal Communications Commission required therefor.

I hereby confirm that the Partnership and WHCT Management, in furtherance of the minority ownership policies of the Federal

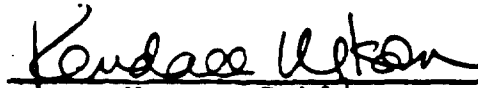
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Communications Commission, and in order to provide greater diversity in the ownership and operation of the Station and its program content, are seeking and will continue to seek one or more additional minority management personnel to participate in the ownership and operation of the Station, including in particular one or more black persons; and that WHCT Management is prepared and intends to transfer up to four percent (4%), or four-nineths (4/9), of the nine percent (9%) Interest held by it in the Partnership as a General Partner to such additional minority personnel, so that the total Interest in the Partnership held by minority personnel participating in the management and control of the Partnership, after taking into account the twenty-one percent (21%) Interest now held by Mr. Ramirez, will be as much as twenty-five percent (25%) of all of the Partnership Interests.

Executed this 29th day of May, 1984.


Fred J. Boling, Jr., as President
of WHCT Management, Inc., and on
its behalf as a General Partner
of Astroline Communications
Company Limited Partnership

Subscribed and sworn to
before me this 29th day
of May, 1984


Notary Public
My Commission Expires 14, 1984
My Commission Expires

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AFFIDAVIT

Richard P. Ramirez, being duly sworn, deposes and states that the following is true and correct based on my information, knowledge and belief:

1. I am a General Partner of Astroline Communications Company Limited Partnership ("Astroline Communications Company"), a Massachusetts limited partnership.

2. Astroline Communications Company has entered into an agreement to purchase from Faith Center, Inc., as a distress sale property, the assets of WHCT-TV, a television station operating on Channel 18 in Hartford, Connecticut.


3. Astroline Communications Company is a qualified minority purchaser as defined by the Federal Communications Commission Statement of Policy on Minority Ownership of Broadcasting Facilities, 68 FCC 2d 979 (1981), as revised, 52 RR 2d 1301 (1982).

4. I attest that the statements contained in the foregoing Affidavit are true and correct to the best of my knowledge and belief.

City of Washington) ss:
District of Columbia)


Richard P. Ramirez

Subscribed and sworn to me this 29th day of May 1984.


Notary Public

My Commission Expires:
My Commission Expires January 31, 1987

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EXHIBIT NO. 6

Affidavit dated May 29, 1984, of Fred J. Boling, Jr.

Letter dated June 25, 1984, from The First National Bank of Boston to Astroline Communications Company Limited Partnership.

Letter dated June 26, 1984, from Astroline Company to Astroline Communications Company Limited Partnership.

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AFFIDAVIT

Fred J. Boling, Jr., being duly sworn, deposes and states that the following is true and correct based on my information, knowledge and belief:

1. I am the President of WHCT Management, Inc. ("WHCT Management"), a Massachusetts corporation having its office at 855 Broadway, Saugus, Massachusetts 01906.

2. WHCT Management is a General Partner in Astroline Communications Company Limited Partnership ("Astroline Communications Company"), a Massachusetts limited partnership.

3. Astroline Communications Company has agreed to purchase station WHCT-TV, Channel 18, Hartford, Connecticut from Faith Center, Inc. for \$3.1 million in accordance with the distress sale procedures enunciated in the Federal Communications Commission Statement of Policy on Minority Ownership of Broadcasting Facilities, 68 FCC 2d 979 (1981), as revised, 52 RR 2d 1301 (1982).

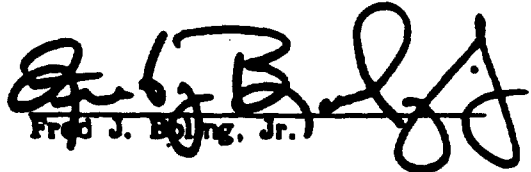
4. Astroline Communications Company has sufficient net liquid assets on hand or available from committed sources to purchase the station, make capital improvements in the facilities and operate the station for at least three months without commercial revenue.

5. Astroline Communications Company can and will meet all contractual requirements as to the loans, collateral, guarantees and capital improvements relating to this transaction.

7. Astroline Communications Company has neither directly nor indirectly paid nor promised to pay any further consideration to the Seller, Faith Center, Inc., other than that reflected in the Agreement entered into between the parties on May 29, 1984.

8. I attest that the statements contained in the foregoing Affidavit are true and correct to the best of my knowledge and belief.

City of Washington) ss:
District of Columbia)


Fred J. Boling, Jr.

Subscribed and sworn to me this 29th day of May 1984.


Notary Public

My Commission Expires:
My Commission Expires January 31, 1989

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BANK OF BOSTON

June 25, 1984

Mr. Richard P. Ramirez
General Partner
Astroline Communications
Company Limited Partnership
855R Broadway
Saugus, MA 01906

Mr. Fred J. Boling, Jr.
President
WHCT Management, Inc.
General Partner
Astroline Communications
Company Limited Partnership
855R Broadway
Saugus, MA 01906

Dear Messrs. Ramirez and Boling:

We understand that Astroline Communications Company Limited Partnership ("Astroline"), a Massachusetts limited partnership, has entered into an agreement to purchase the assets of WHCT-TV, Channel 18, Hartford, Connecticut from Faith Center, Inc., for \$3,100,000.

Subject to the conditions of the next paragraph, we are willing and prepared to offer Astroline a ten million dollar (\$10,000,000) line of credit anytime after the Federal Communications Commission ("Commission") approves the distress sale of the assets of WHCT to Astroline. The loan shall be used to cover all or part of the costs relating to renovating the facilities and operation WHCT as a full-time commercial television station.

As you know, the exact pricing, conditions and terms of amortization of a commitment of this type will be determined when we receive a formal loan application from Astroline. I anticipate that the loan will be approved by our Credit Committee, and interest will be accrued on this line of credit at a floating rate equal to one percent (1%) above the prime rate at the time monies are drawn. The loan amount will be repaid in interest only quarterly installments over a nine-month renovation period and an initial twelve-month operation period. Thereafter, payments shall be made upon the principal and interest in quarterly installments pursuant to the provisions of the formal loan agreement.

All loans made under this commitment shall be secured by the equipment and assets of Astroline, subject to the first mortgage on the real property of Astroline to be granted to Faith Center, Inc. In accordance with the Commission regulations, any chattel mortgage or security interest granted to the Bank will include a provision guaranteeing at least 30 days written notice to Astroline and the Commission prior to repossession of any equipment due to default under the terms of the proposed loan agreement.

We are pleased to offer Astroline the line of credit referred to above and look forward to working with Astroline and its General Partners in connection with the acquisition and operation of Channel 18 in Hartford, Connecticut.

Sincerely,


David K. McKom, FVP

DEM:PFW

**ASTROLINE COMPANY
855R Broadway
Saugus, MA 01906**

June 26, 1984

**Astroline Communications Company
Limited Partnership
855R Broadway
Saugus, MA 01906**

Gentlemen:

This will confirm that Astroline Company, a Limited Partner in Astroline Communications Company Limited Partnership, has agreed to provide up to \$500,000 in additional financing to Astroline Communications Company upon the approval by the Federal Communications Commission of the transfer from Faith Center, Inc., to Astroline Communications Company of the FCC license for the operation of WHCT-TV, Channel 18, in Hartford, Connecticut (the "Station") and the acquisition by Astroline Communications Company of the assets of the Station from Faith Center, Inc.

Astroline Company is also willing to provide Astroline Communications Company with additional financing for a period of several months following its acquisition of the Station in order to fund any operating losses which may be incurred in connection with the renovation and operation of the Station during such period.

The financing to be provided by Astroline Company to Astroline Communications Company referred to above will consist of an additional contribution or contributions by Astroline Company to the capital of Astroline Communications Company, a loan or loans to Astroline Communications Company upon terms to be agreed on by Astroline Company and the General Partners of Astroline Communications Company, which may include provisions for the subordination of such debt to other indebtedness of Astroline Communications Company, or some combination of the foregoing.

Yours truly,

ASTROLINE COMPANY

**By: /s/ Fred J. Boling, Jr.
Fred J. Boling, Jr.,
General Partner**

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PROGRAM SERVICE STATEMENT

EXHIBIT 7(A)

Astroline Communications Company has retained a marketing research firm to assist its own staff in conducting an ascertainment of the Hartford community's needs and interests. Special emphasis is being placed on ascertaining the local needs and interests of the minority citizens residing in the Hartford area. Once the ascertainment is completed, Astroline Communications Company will submit a report that will identify the representative groups, interests and organizations which were consulted and the major communities which Astroline Communications Company principally undertakes to serve. The report, which will also include the results of the private consultant's survey and individual interviews conducted by Astroline Communications Company's executives, will be filed as an amendment to this application within 30 days.

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PROGRAM SERVICE STATEMENT

EXHIBIT 7(B)

After conducting an ascertainment of the needs and interests of the Hartford community, pursuant to Exhibit 7(A), Astroline Communications Company will describe the significant needs and interests of the public, including national and international matters, which WHCT-TV hopes to serve during its initial license period. An amendment will be filed with the Commission within 30 days of this filing with the information necessary to complete this exhibit.

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PROGRAM SERVICE STATEMENT

EXHIBIT 7(C)

After completing the ascertainment and identification of the needs and interests of the Hartford community, pursuant to Exhibits 7(A) and 7(B), Astroline Communications Company will list typical and illustrative programs or program series that it plans to broadcast on WHCT-TV to meet the community's ascertained needs and interests. This amendment, which will describe the programming of the station, will be filed with the Federal Communications Commission within 30 days.

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EXHIBIT NO. 8

SECTION V

FCC FORM 314

ASTROLINE COMMUNICATIONS COMPANY

MODEL EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

I. General Policy

Astroline Communications Company (ACC) is committed to a policy of equal employment opportunity to all qualified individuals without regard to their race, color, religion, national origin or sex in all personnel actions including recruitment, evaluation, selection, promotion, compensation, training and termination.

It will be our policy to promote equal employment opportunity through a positive, continuing program of specific practices designed to ensure the full realization of equal employment opportunity without regard to race, color, religion, national origin or sex.

To make this policy effective, and to ensure conformance with the Rules and Regulations of the Federal Communications Commission, we have adopted an Equal Employment Opportunity Program which includes the following elements:

II. Responsibility for Implementation

Richard P. Ramirez, the proposed General Manager of the television station, will be responsible for the administration and implementation of our Equal Employment Opportunity Program. It will also be the responsibility of all persons making employment decisions with respect to recruitment, evaluation, selection, promotion, compensation, training and termination of employees to ensure that our policy and program is adhered to and that no person is discriminated against in employment because of race, color, religion, national origin or sex.

III. Policy Dissemination

To assure that all members of the staff are cognizant of our equal employment opportunity policy and their individual responsibilities in carrying out this policy, the following communication efforts will be made:

The station's employment application form will contain a notice informing prospective employees that discrimination because of race, color, religion, national origin or sex is prohibited and that they may notify the appropriate local, State or Federal agency if they believe they have been the victims of discrimination.

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Appropriate notices will be posted informing applicants and employees that the station is an Equal Opportunity Employer and that each employee or applicant has a right to notify an appropriate local, State or Federal agency if they believe they have been victims of discrimination.

We will seek the cooperation of others to help implement our EEO program and all contracts with employees will contain a non-discrimination clause.

IV. Recruitment

To ensure nondiscrimination in relation to minorities and women, and to foster their full consideration in filling job vacancies, we propose to utilize the following recruitment procedures:

We will maintain systematic communication, both orally and in writing, with a variety of minority and women's organizations to encourage the referral of qualified minority and female applicants. Examples of organizations we intend to contact are local chapters of the:

National Black Media Coalition
National Organization of Women
National Association for the Advancement of Colored People
Urban League

In addition to the organizations noted above, which specialize in minority and female candidates, we will deal with employment services, including State employment agencies, which refer job candidates without regard to their race, color, religion, national origin or sex.

When we recruit prospective employees from educational institutions such recruitment efforts will include area schools and colleges with significant minority and female enrollments. Some of the educational institutions to be contacted for recruitment purposes are:

Yale University
Greater Hartford College
Hartford Technical State College
University of Connecticut

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When utilizing media for recruitment purposes, help-wanted advertisements will always include a notice that we are an Equal Opportunity Employer and will contain no indication, either explicit or implied, of a preference for one sex or race over another.

When we place employment advertisements in printed media some of such advertisements will be placed in media which have significant circulation or are of particular interest to minorities and women.

We will also encourage employees, particularly minority and female employees, to refer minority and female candidates for existing and future job openings.

V. Training

We will provide on-the-job training to upgrade the skills of employees. We will provide assistance to students, schools or colleges in the area that have programs designed to enable minorities and women to compete for jobs in broadcasting on an equitable basis with other trained professionals.

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CERTIFICATE OF SERVICE

I, Shelly J. Spiegel, do certify that a copy of the foregoing "FCC Form 314" was served by hand on this 28th day of June, 1984, addressed as follows:

John M. Frysiak
Administrative Law Judge
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Jim McKinney
Chief
Mass Media Bureau
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Charles Dziedzic
Chief
Hearing Branch
Federal Communications Commission
2025 M Street, N.W.
Washington, D.C. 20554


Shelly J. Spiegel

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